

**LISTING FOR RENT CONTRACT  
EXCLUSIVE RIGHT TO RENT REAL PROPERTY**

**XLR**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **BROKER (Company)** \_\_\_\_\_ 1  
2 **LICENSEE(S)** \_\_\_\_\_ 2  
3 **OWNER** \_\_\_\_\_ 3  
4 \_\_\_\_\_ 4  
5 **1. PROPERTY** 5  
6 Address \_\_\_\_\_ 6  
7 Municipality (city, borough, township) \_\_\_\_\_ 7  
8 County \_\_\_\_\_ School District \_\_\_\_\_ 8  
9 Zoning and Present Use \_\_\_\_\_ 9  
10 Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) \_\_\_\_\_ 10  
11 \_\_\_\_\_ 11  
12 \_\_\_\_\_ 12  
13 **2. MONTHLY RENTAL \$** \_\_\_\_\_ **SECURITY DEPOSIT \$** \_\_\_\_\_ 13  
14 \_\_\_\_\_ 14  
15 **3. STARTING & ENDING DATES OF THIS CONTRACT (also called "Term")** 15  
16 A. No Association of REALTORS® has set or recommended the term of this contract. Owner and Broker have discussed and agreed 16  
17 upon the length or term of this contract. 17  
18 B. **Starting Date:** This contract starts when signed by Owner and Broker, unless otherwise stated here: \_\_\_\_\_ 18  
19 \_\_\_\_\_ 19  
20 C. **Ending Date:** This contract ends on \_\_\_\_\_ 20  
21 \_\_\_\_\_ 21  
22 **4. BROKER'S DUTY (check all that apply)** 22  
23 A.  Owner is hiring Broker to find a Tenant for the Property. Owner allows Broker to use print and/or electronic advertising. 23  
24  Owner is hiring Broker to collect rents. 24  
25 B.  Owner is hiring Broker to collect rents and Broker will pay the following on behalf of the Owner from the collected rents. 25  
26 Broker will pay any remaining balance from the collected rents to the Owner. 26  
27  Pay Real Estate Taxes 27  
28  Pay Insurance Premiums \_\_\_\_\_ 28  
29  Other \_\_\_\_\_ 29  
30  Pay Mortgage 30  
31 Mortgage Company/Bank \_\_\_\_\_ 31  
32 Address \_\_\_\_\_ Phone \_\_\_\_\_ 32  
33 Account Number \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_ 33  
34 C. Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers 34  
35 or partners are acting as agents only and will not be legally responsible for damages or repairs to the Property or for a tenant's fail- 35  
36 ure to meet the terms of a lease. 36  
37 \_\_\_\_\_ 37  
38 **5. BROKER'S FEE** 38  
39 A. No Association of REALTORS® has set or recommended the Broker's Fee. Owner and Broker have negotiated the fee that Owner 39  
40 will pay Broker. 40  
41 B. The Broker's fee for finding tenant and contract negotiation is \_\_\_\_\_ 41  
42 C. The Broker's fee for property management is \_\_\_\_\_ 42  
43 D. The Broker's Sales Fee if Tenant buys Property is \_\_\_\_\_ 43  
44 of/from the sale price and paid by Owner. 44  
45 This includes renewals, extensions or additional leases where the original lease resulted from Broker's services or any other 45  
46 broker's services during the term of this contract. 46  
47 \_\_\_\_\_ 47  
48 **6. COOPERATION WITH OTHER BROKERS** 48  
49 Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay 49  
50 from Broker's Fee a fee to another broker who procures the buyer/tenant, is a member of a Multiple Listing Service, and who: 50  
51 A. **represents the Seller (SUBAGENT).** 51  
52  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 52  
53 B. **represents a buyer/tenant (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent** 53  
54 **the interests of the buyer/tenant.** 54  
55  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 55  
56 C. **does not represent either the Seller or a buyer/tenant (TRANSACTION LICENSEE).** 56  
57  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 57  
58 \_\_\_\_\_ 58  
59 **7. PAYMENT OF BROKER'S FEE** 59  
60 A. **Owner will pay Broker's Fee if Property, or any ownership interest in it, is rented, sold or exchanged during the term of** 60  
61 **this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a price acceptable to Owner.** 61  
62 B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other 62  
63 tenancy. 63  
64 C. Owner will pay Broker's Fee after the Ending Date of this Contract IF: 64  
65 (1) Property is rented or sold within \_\_\_\_\_ days of the Ending Date of this Contract, or the Ending Date of the lease (or any 65  
66 renewals or extensions), AND 66  
67 (2) The Tenant/Buyer was shown, made an offer on or negotiated to rent or buy the Property during the term of this contract. 67  
68 \_\_\_\_\_ 68  
69 **8. BROKER'S FEE IF PROPERTY IS NOT RENTED** 69  
70 **Owner will pay Broker's Fee if a ready, willing, and able tenant or buyer is found by Broker or by anyone, including Owner,** 70  
71 **during the term of this contract. A willing tenant is one who will pay the listed rent or more for the property.** 71  
72 \_\_\_\_\_ 72  
73 **Owner Initials:** \_\_\_\_\_ **XLR Page 1 of 3** **Broker/Licensee Initials:** \_\_\_\_\_ 73

74 **9. DUAL AGENCY** 74  
75 Owner agrees that Broker may also represent the tenant(s) of the Property. Broker is a DUAL AGENT when representing both Owner 75  
76 and the tenant in the lease of a property. 76  
77 77

78 **10. DESIGNATED AGENCY** 78  
79  **Not Applicable.** 79  
80  **Applicable.** Broker may designate licensees to represent the separate interests of Owner and the tenant. Licensee (identified 80  
81 above) is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is introduced to the tenant by a 81  
82 licensee in the Company who is not representing the tenant, then that licensee is authorized to work on behalf of Owner. If 82  
83 Licensee is also the Agent for the Tenant, then Licensee is a DUAL AGENT. 83  
84 84

85 **11. OTHER PROPERTIES** 85  
86 Owner agrees that Broker may list other properties for rent and that Broker may show other properties to prospective tenants. 86  
87 87

88 **12. CONFLICT OF INTEREST** 88  
89 A *conflict of interest* is when Broker has a financial or personal interest where Broker cannot put Owner's interests before any other. If 89  
90 the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a timely manner. 90  
91 91

92 **13. BROKER AUTHORIZATIONS** 92  
93 A. Owner (check one):  does  does not 93  
94 authorize Broker to contract for any repairs, at Owner's expense, that Broker believes are necessary to protect the Property. Broker 94  
95 is not required to do this, and this does not create a property management agreement between Owner and Broker. 95  
96 Broker's Service Fee is \_\_\_\_\_ 96  
97 B. Owner (check one):  does  does not 97  
98 authorize Broker to enter into agreements to repair the Property, at Owner's expense, if a municipality or governmental authority 98  
99 serves notice that repairs are required. Broker is not required to do this, and this does not create a property management agreement 99  
100 between Owner and Broker. 100  
101 Broker's Service Fee is \_\_\_\_\_ 101  
102 C. Signs and Keys: Seller allows, where permitted 102  
103  Yes  No For Rent Sign 103  
104  Yes  No Key in Office 104  
105  Yes  No Lock Box 105  
106  Yes  No \_\_\_\_\_ 106  
107  Yes  No \_\_\_\_\_ 107  
108 108

109 **14. DEPOSIT MONEY** 109  
110 A. (Check one): 110  
111  Broker will keep all deposit monies that Broker receives in an escrow account as required by real estate licensing laws and reg- 111  
112 ulations until the termination of any lease. This includes renewals, extensions or additional leases, where the original lease 112  
113 resulted from Broker's services or the services of any other broker during the term of this contract. Owner agrees that Broker 113  
114 may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer. 114  
115  Owner or Landlord will keep all deposit monies, renewals, extensions or additional leases, which will be paid by the tenant 115  
116 directly to the Owner or Landlord in cash or by check payable to the Owner or Landlord. 116  
117 B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and Licensee's attorneys' 117  
118 fees and costs. 118  
119 119

120 **15. RECOVERY FUND** 120  
121 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) 121  
122 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays 122  
123 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call 123  
124 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania). 124  
125 125

126 **16. TRANSFER OF THIS CONTRACT** 126  
127 A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when: 127  
128 1. Broker stops doing business, OR 128  
129 2. Broker forms a new real estate business, OR 129  
130 3. Broker joins his business with another. 130  
131 Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing when a 131  
132 transfer occurs or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this Contract with the 132  
133 new broker. 133  
134 B. Should Owner transfer the Property, or an ownership interest in it, to anyone, or should ownership change during the term of this 134  
135 Contract, all succeeding owners must follow the requirements of this Contract. 135  
136 136

137 **17. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA** 137  
138 Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, 138  
139 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, 139  
140 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO 140  
141 AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set 141  
142 deposit amounts, or as reasons for any decision relating to the sale of property. 142  
143 143  
144 144  
145 145  
146 146  
147 147  
148 148  
149 149  
150 150  
151 151  
152 152

154 **18. IF PROPERTY WAS BUILT BEFORE 1978** 154  
155 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an 155  
156 EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Landlord also must tell the Tenant and the Broker what the 156  
157 Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the 157  
158 Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and 158  
159 lead-based paint hazards are, the condition of the painted surfaces, and any other information Landlord knows about lead-based paint 159  
160 and lead-based paint hazards on the property. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports 160  
161 that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common 161  
162 areas, or other dwellings in multi-family housing. The Act does not require the Landlord to inspect for lead paint hazards or to correct 162  
163 lead paint hazards on the property. The Act does not apply to housing built in 1978 or later. 163  
164 164

165 **19. NO OTHER CONTRACTS** 165  
166 During the length or term of this Contract, Owner will not hire any other broker to rent or sell the property. Owner will not enter into 166  
167 another listing agreement with another broker that begins before the Ending Date of this Contract. Owner will refer all offers and 167  
168 inquiries to Broker. 168  
169 169

170 **20. ADDITIONAL OFFERS** 170  
171 ONCE OWNER ENTERS INTO A LEASE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS. 171  
172 172

173 **21. ENTIRE CONTRACT** 173  
174 This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a 174  
175 part of this Contract. 175  
176 176

177 **22. CHANGES TO THIS CONTRACT** 177  
178 All changes to this contract must be in writing and signed by Broker and Owner. 178  
179 179  
180 180  
181 181  
182 182  
183 183  
184 184  
185 185  
186 186  
187 187  
188 188  
189 189  
190 190  
191 191  
192 192  
193 193  
194 194  
195 195

196 196  
197 197  
198 198  
199 199  
200 200  
201 201  
202 202  
203 203  
204 **Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.** 204  
205 205  
206 206

207 **All Owners must sign this Contract.** 207  
208 208

209 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.** 209  
210 210  
211 211

212 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 212  
213 Name (print) \_\_\_\_\_ SS# \_\_\_\_\_ 213  
214 Mailing Address \_\_\_\_\_ 214  
215 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 215  
216 216

217 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 217  
218 Name (print) \_\_\_\_\_ SS# \_\_\_\_\_ 218  
219 Mailing Address \_\_\_\_\_ 219  
220 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 220  
221 221

222 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 222  
223 Name (print) \_\_\_\_\_ SS# \_\_\_\_\_ 223  
224 Mailing Address \_\_\_\_\_ 224  
225 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 225  
226 226  
227 227

228 **BROKER (Company Name)** \_\_\_\_\_ 228  
229 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ 229  
230 Mailing Address \_\_\_\_\_ 230  
231 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 231